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Making Contracts Public in Ngaoundéré, Cameroon

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Abstract

International agendas around the promotion of good governance and the fight against corruption have translated into numerous reform processes across the world. As a result, public contracts have become objects of intense scrutiny. In spite of their role in shaping urban infrastructure and their salience in the experience of urban residents, public contracts have received scant ethnographic attention. Drawing on long-term fieldwork in a context marked by evolving ideals of what is civic and what is civil, this article explores how public officials and contractors based in Ngaoundéré, a city in the north of Cameroon, have in the last decade engaged shifting bureaucratic procedures. Cameroon's public contracting system is the result of ongoing cycles of reform that have supplemented intense legislative production with campaigns, seminars, and workshops aimed at enlarging the publics of public contracts. The article reflects on the intersections of two processes: that of contracting works through a set of distinctive procedures that have been designed to safeguard public interest and that of creating a public for this type of contracts. [public contracts, forms of the civic, good governance, soft law, Cameroon]

For better or worse, public contracts are integral to the way cityscapes across the world change. In 2002, Ngaoundéré was chosen as one of five cities in Cameroon to benefit from the Program of Decentralized Capacity Building for Urban Development (PACDDU), a €20 million European Union-funded program. In May 2005, the construction company that had obtained the contract for “a larger, dignified city hall” for Ngaoundéré, one of PACDDU's emblematic projects, suddenly abandoned the job. In spite of the substantial payment advance it had received, the company declared bankruptcy. The building, still in the initial stages of

construction (as it remained for three years when a new contractor was selected), reminded residents of the difficulties that besieged the vision of a new city announced by the partnership between the European Union and the municipal authorities. Only fourteen months before, on March 13, 2014, PACDDU's expatriate nationwide coordinator had addressed the attendees of a fully catered meet-and-greet event. "Ngaoundéré will change so drastically you're not going to recognize it. On that score, I have no fears. Very soon you're going to see the results," he told everyone present in the opening lines of his speech. Those were welcomed words for this city of around 150,000 people, which is the administrative center of Adamaoua, one of the country's three northern regions. City life in the late 1980s and early 1990s had been marked by the onset of a severe economic crisis and the profound political unrest experienced in the waning days of the one-party era. As Achille Mbembe and Janet Roitman (1995: 327) wrote at the time, the crisis became "inscribed in the everyday of the urban landscape." But the tide seemed to be turning. From 2000 to 2003, the construction of the Chad-Cameroon pipeline, for which Ngaoundéré was an important logistic hub, represented a short-lived boom. Moreover, in the 2002 legislative and municipal elections Ngaoundéré and Adamaoua overwhelmingly voted for candidates of the ruling party for the first time since the advent of multiparty politics in 1992. This rallying behind the party in power was bound to bring back to the area substantial public investment, of which cities, districts, and regions voting for the opposition were widely assumed to be starved by the central government. PACDDU contributed to this collective sense of renewed optimism.

PACDDU had tried to frame its investments in each of the targeted cities within a *contrat de ville* (city contract), which summed up the results of a consultation process. Within this framework, the program conceived a series of neighborhood development committees to help

improve local governance. In order to provide incentives for people to get involved in these committees, the European Union funded numerous microprojects, generally entailing minor investments in urban infrastructure, such as waterways, pedestrian crossings, and fountains. Numerous associations took part in these projects but this did not help consolidate the committees. Beyond a couple of inaugural meetings facilitated by Cameroonian non-governmental organizations (NGOs) recruited by PACDDU, the neighborhood committees never came into existence. The irony underlying the funding of microprojects as incentives for participation was not lost on one of the project consultants, who asked himself: “Should we not privilege strengthening [citizens’] capacity to engage in critical dialogue with municipal officials rather than strengthen their capacity as public contractors?” (Bourgeois 2004: 3).

This article considers public contracts as central to present-day urban experiences. Trying to explain the disjuncture between the inflated expectations created by PACDDU and the program’s ostensible failures¹ is what first got me interested in public contracts. Here, however, on the grounds of research confidentiality, I will not focus specifically on PACDDU. Instead, I explore more broadly how public contracts are advertised, awarded, carried out and validated in Ngaoundéré. This involves looking at how public contracts assemble people and things, and at how contracts generate their publics. I see this as a contribution to a long anthropological tradition that approaches the urban as a process (Low 1996), particularly works that have imagined and theorized the city as being under construction. Recent urban research has creatively engaged with the notion of infrastructure by going beyond a conventional focus on the built environment. Stephen Graham and Simon Marvin (2001) have invited us to pay attention to the ways in which infrastructures create channels that allow for exchange over space while connecting urban places in wider networks. AbdouMalik Simone (2004, 2009) has proposed a

novel reading of urban sociality that considers “people as infrastructure.” Brian Larkin (2008: 250) has opened up new ways of thinking about urban space by treating media as part of a “much wider logic and form of infrastructure.” An even more recent series of works have explored the relationship between infrastructure and urban politics through the study of water supply in Mumbai, India (Anand 2011), prestige buildings erected without water, electricity and sewage in Malabo II, Equatorial Guinea (Appel 2012), and public toilets in Tema, Ghana (Chalfin 2014). Building on this burgeoning corpus and on Matthew Hull’s (2012) ethnography of planning and regulatory control of the built environment in Islamabad, Pakistan, the following pages pay attention to the legal and bureaucratic processes that make infrastructures what they are. Indeed, by comparison with other instruments of urban governance and in spite of some outstanding exceptions such as the work of Giorgio Blundo (2001, 2006), public contracts have received little ethnographic attention. When we choose to treat legal and bureaucratic technologies as key infrastructural dimensions of the urban process, public contracts emerge as an unavoidable, distinct phenomenon.

Cameroon’s public contracting system presents itself as the product of an exemplary redefinition of the civic. The system is the fruit of reform efforts that were launched in the mid-1990s and are still ongoing. In their own terms, these reforms have been designed to “put in place a modern public contracting system, conforming to international standards in the field, and to good governance principles” (ARMP 2006: 3). Like other policy initiatives undertaken “in the shadow of good governance” (Anders 2010), these reforms have to be understood bearing in mind a broader context of depleted state coffers (and the resulting dependence on financial assistance made conditional on the adoption of a shifting set of neoliberal policies) as well as the emergence of corruption as a new policy challenge (and the accompanying anti-corruption

apparatus).² In such a setting, the reforms' innovations contain the promise of enacting an enhanced version of the public and the civic. To make sense of this promise, I take inspiration in the work of two urban ethnographers, Ananya Roy and Michael Herzfeld. In Calcutta, Roy (2003: 11) analyzes "an agenda of urban developmentalism" that seeks to override "a process of democratization that established claims to the 'pablik' [a vernacular version of the public]" in favor of a form of the public that subjects urban space to ordered "civic control." Similarly, the reforms of public contracting in Cameroon are premised on the notion that the public enacted in preceding systems was obsolete and, in the words of the head of the new Ministry of Public Contracts, needed adapting to "*les exigences du moment* (the demands of the moment)" (Cameroon Tribune 2012). The enhanced version of the public informing these reforms relies on new forms of the civic. In his study of the restructuring of Rome's Monti neighborhood, Herzfeld (2009: 80) shows how "the legal principles of civic management and the social practices of civility are mutually entailed." This mutual entailment of evolving civic and civil ideals is a useful analytical lens through which to approach the sociotechnical assemblages that constitute public contracts.

In Ngaoundéré, the new forms of the civic are not asserting themselves only through legal rules adopted in search of an elusive promise of a stable system of public contracting. The promoters of these reforms in Cameroon have supplemented decrees and ministerial circulars with awareness-raising events, media campaigns, consultation meetings, and training workshops. As Lynne Milgram (this issue) writes about used-clothing street vending in the Philippine's Baguio City, "states themselves do not always uphold the law." In fact, the soft law features of much policymaking today are a tacit acknowledgement of how limited the reach of the hard law components of many reforms can be, a phenomenon long debated among legal scholars that is

increasingly receiving attention from anthropologists (Maurer 2009; Zerilli 2010). The reforms' supporting measures are a key aspect of how contracts are made public, not only on account of their potential effects on the contracting process but also because they have become integral to the ways in which these contracts are presented to broader publics. This is a far cry from the situation described in Antigua, Guatemala by Walter Little (this issue). In their arterial approach to urban governance, not only do Antigua's municipal authorities rely mainly on hard law (a mere ordinance in that case) but they refuse to make its contents available to those who are under its rule.

Public contracts are shot through with opacities. In this regard, these pages themselves are intended to advance a collective program of "making things public" (Latour and Weibel 2005). The article makes use of participant-observation and semi-structured interviews with officials and public contractors from my doctoral fieldwork research in Ngaoundéré (June 2003-November 2004). It also draws insights from two recent short trips to Cameroon (August 2010 and May-June 2011). Many of the business practices documented here depart from existing regulations. I use pseudonyms and avoid providing information that would compromise people who talked to me in confidence. The routine character of such "bad practices" in public contracting further protects the concerned individuals from unwanted exposure. The discussion below has three sections: the first characterizes the engagement of officials and contractors with the bureaucratic procedures on which their trade relies; the second charts the forms of sociability that successful contractors deploy; and the third examines the fate of attempts to enlarge the publics for the emerging forms of the civic.

Procedures, papers, signatures and stamps

Hadja Aïcha had a slow start that morning. It was almost noon and she had just finished getting dressed. Sunk into one of the two imposing rococo sofas that filled her living room, I listened attentively as she cooled down her slimming herbal tea. She proceeded to recount the difficulties she had experienced with her last construction contract. One month after completion, she was still waiting to be paid. “They tell me I still need to go and see the governor. Only then will they process the payment. I keep filling these officials’ pockets and still don’t have a clear idea of when I will get paid,” she complained. She then instructed a younger cousin to go to the *Hotel de Finances*, the building hosting the Ministry of Finance’s regional services. The day before an official had committed himself to handle a partial payment for her.

Public contracts are closely regulated and markedly technical. A minimal familiarity with countless offices, terms, document formats and procedures is something no public contractor can do without. The challenges involved have only intensified in recent times. In sharp contrast to the single-party period (1962-1990), when the Cameroonian government’s only substantial attempt to regulate public contracts was a 1979 decree, efforts to reform the public contracting system have been ongoing throughout the years of multi-party politics. On the side of legal production, a decree in 1995 was followed by another decree in 2000, and yet another one in 2002. In 2004, the government finally issued a Public Contracts Code, this time with the ambition of full comprehensiveness. The Code has proved enduring. Only in 2012 was the system modified again.³

In an ordinary instance of how bureaucratic knowledge is passed on, Hadja Aïcha did not spare her cousin any details about the steps he needed to follow in order to secure the payment at issue. Typically, the folder of documentation that Aïcha’s cousin took to the Hotel de Finances

included the photocopies of the official contract summary issued by the contracting authority and of the minutes of satisfactory delivery, which signals that the contractor is entitled to receive full payment. To these two key documents, contractors need to add the business license, a certificate of location, an outstanding tax payments clearance certificate, a tax status form, a certificate of tax payment, and a certificate of non-bankruptcy. Each of these photocopies need to be certified by the authorities that issued the originals; most also require a revenue stamp. Documents, signatures, and revenue stamps, then, are only the most obvious material aspects of public contracts and the bureaucracies they represent. Registration numbers and the wooden or metallic signs posted next to construction sites that spell out the basic contract details are other examples of the materiality of public contracts (see Figure 1). In this sense, as Hull (2012: 27) has argued in his study of the Pakistani urban bureaucracy, clinics, classrooms, roads, and gutters that contractors build for the state are also bureaucratic things in their own right.

Once they receive their budgetary allocations, authorities at the municipal, sub-district, district, and regional levels announce upcoming contracts. It is supposedly at this stage that contractors first learn about available opportunities. Information acquired before and after such announcements has considerable tactical value. In some cases, contract programming results from previous agreements with contractors.

Bons de commandes (contracts concluded by direct agreement between the concerned authority and the contractor, which, on account of their low financial import, avoid competition and independent review procedures) are by far the most common contractual category.⁴ The practice of dividing up a larger contract into smaller segments, known as *fractionnement*, is commonplace and has been described in numerous other contexts (Blundo 2006). Not only does it allow contractors to do without the uncertainties of a bidding process, it might make the

payment of completed contracts smoother. Officials wanting to capitalize on their job tend to favor this form of contract. Since *bons de commandes* do not require a committee to select contractors, officials deciding on them do not have to share their cut with anyone else.

In the case of *lettre-commandes* (contracts preceded by a request from the concerned authority to specific contractors for an estimated budget and subject to review by a committee) and *marchés publics* (contracts subject to a publicized call for bids and awarded by committee through a competitive process), leaks about ceiling prices and the bids of competitors could be as important as anticipating which contracts are going to be offered. In these categories, members of the relevant committee for public contracts tend to actively favor their contractors of choice. Committee members trying to privilege an individual contractor might clash among themselves. To avoid this, they often act in concert.

Once the contracts have been awarded, the awardees have the obligation of registering their contracts with the tax authorities. This procedure of *enregistrement* involves the advance payment of a *droit d'enregistrement* (registration duty) amounting to two percent of the budgeted total. The contract is then assigned a registration number that the contractor will have to supply at further stages along the contracting process. Like other bureaucratic devices of public contracting, these registration numbers can acquire a life of their own. The numbers are premised on the registration procedure and the payment that precedes their being issued. Yet, once a number begins circulating in the official documentation for a contract, its link to an actual registration procedure and payment is taken for granted rather than checked. Thus, those numbers are bound to be reproduced in documents through which the delivery of goods or services under contract is validated. The potential for exploiting the effects that the mere invocation of registration numbers produces was not lost on many contractors across the country,

who were well aware of the challenges that the Cameroonian revenue authorities faced in the context of economic hardship and political turbulence. In March 2003, the Ministry of Finance announced the discovery of a *réseau de faussaires* (fraud network) surrounding registration fees. In a period when the tax administration was being revamped through the quantitative assessment of its performance, the long-term decline of revenue from this source prompted an inquiry, which resulted in the detection of widespread fraud. Some fifty firms were caught routinely using false registration numbers in official paperwork concerning their contracts (Amayena 2003).

Contractors engaged in construction work may request an advance before completion. Otherwise, it is once the works are completed to the required specifications and officially delivered to the satisfaction of the contracting authority that the payment process is initiated. The state's financial difficulties and the amount of red tape often make getting paid an exercise in endurance. Success depends on factors such as the cash flow of state coffers, the importance of the region's Treasury at the national level, the *modus operandi* of the top Treasury officials, the financial importance of the contract, the standing of the contractors trying to secure payment, and their "generosity" toward those officials. Most contractors, for example, considered 2004 an *annus horribilis* because of the extent to which payment arrears had eroded their financial resources.

In most cases, difficulties in getting payments processed are overcome through a combination of technical remedies, regular visits to the relevant offices and side payments. Few difficulties were as intractable as the ones described by Alim Pierre, a contractor based in Ngaoundéré, in a September 2004 interview. The situation was all the more "puzzling," he said, because "in public contracts everything to the last detail is put in writing." The problems concerned two contracts that Alim had undertaken in 2001. After he completed the construction

and submitted all appropriate paperwork for payment, he was told to wait. Numerous months and visits to the Hotel de Finances later, Alim concluded that the *Trésorier-Payeur Général* (TPG, paymaster general) had in fact transferred the money to his own bank account. It was then, before the end of 2002, that Alim took the bold step of suing this senior Treasury official. The law was on his side: the contracts under his name, the copious related paperwork and, crucially, the Bank of Central African States (BEAC) records proving that the money had been transferred to the TPG's account. Yet, to activate in this case what Bruno Latour (1996: 45) calls the law's "recall effect" meant upsetting the interlocking agreements that keep the wheel of public contracting turning.

Alim's lawsuit was delayed by protracted procedural disputes over the correct judicial venue. Finally, on July 22, 2004, the ordinary judge determined that the TPG had misappropriated the funds and sentenced him to one year in prison, ordering him to pay Alim back his money plus interest. Eight months later, on March 17, 2005, the Ngaoundéré court of appeal dismissed the defendant's appeal and confirmed the previous judgment. The dispute became a front-page headline of the main newspaper in the north of the country (Guivande 2005). Although the matter has been in the hands of the Supreme Court for a few years now, as recently as June 2011, Alim had not yet been able to seize any of the ex-TPG's properties in order to get paid. Airing this dispute in court had also come at a cost. As a result, Alim has been ostracized from many of the professional circles he had inhabited hitherto.

An awarded contract calls for a registration number. Under propitious circumstances, such a number, even when it is made up (i.e., it was not assigned by the tax authorities after the relevant payment but rather concocted by the contractor with or without the knowledge of the contracting authority), can propel the contract to completion. A contract's paperwork, even when there is

considerable distance between the procedures and actions documented in it and actual events, creates a series of obligations and entitlements for the contracting parties. Only by relying on official documentation could someone like Alim Pierre envisage the extraordinary feat of deploying the force of the law against a top regional official. Such is the power of bureaucratic devices that when a prefect decided to retaliate against an uncooperative *receveur* (receiver-general) in July 2005, the most effective course of action was to lock him out of the office containing the tools of his trade, and to prevent him from processing any payments for more than a week.⁵ Procedures, documents, stamps and signatures constitute public contracts. And yet, as the next section shows, they do not exempt officials and contractors from the sociability that also shapes these technical assemblages.

Under the sway of *le suivisme*

As has been meticulously described for other West African contexts (Blundo and Olivier de Sardan 2006), public contracting can be a particularly rich semantic field. Cameroon is no exception. The constant task of reminding officials of their existence is commonly phrased by contractors as *se faire voir* (make oneself seen), *faire un saut* (pop round), or *passer dire bonjour* (drop by to say hello). During a casual conversation with one of my informants whom I call here Alhadji Sehou, he vividly referred to these practices as *le suivisme*. This French word, which comes from the verb *suivre* (to follow), is generally translated as “herd instinct,” “blind conformity” or simply “inertia.” In Sehou’s usage, however, the term acquires a slightly different meaning. It signifies all the efforts contractors deploy to track the progress of their case from the moment they first entertain the idea of bidding to the time when the contract is completed and

they receive full payment. Le suivisme offers an apt entry point to further explore the nature of the relationships between contractors and state officials.

For Sehou, who was the founder of a well-established NGO, le suivisme encompassed the undignified subservience of contractors to the whims of venal officials. Many contractors, however, wholeheartedly embraced the investment of effort, time, and money that is required in keeping active relationships with as many officials as possible. For them, the courtesy visits, tentative approaches, and negotiating sessions with officials were if anything a test of charm and skills, as well as an often enjoyable exercise in what Michael Herzfeld (2009: 79-84) calls civility. For most contractors in northern Cameroon, this dimension of civility is captured in *pulaaku*, the word which designates Fulani notions of self-worth and proper behavior.⁶ They take pride in the broadmindedness, conviviality, sense of humor, and generosity that they prove capable of showing again and again in all sorts of contexts to keep their businesses running. For example, despite her complaints about the efforts (and payments) she needed to deploy to get paid, when I got to know Hadja Aïcha better, she turned out to be extremely proud of a certain worldliness. It helped her handle officials (mostly men) adeptly, she thought, outwardly complying with local norms of propriety while keeping those officials at arm's length. For example, when her cousin, as it turned out, did not manage to secure the partial payment he had been sent to obtain, Aïcha had to take matters in her own hands. Three months (and a series of additional visits) later, her efforts were rewarded with full payment for the completed contract.

Of course, when the monetary stakes are high and all such efforts fail to bear fruit, a contractor's resolve will be put to the test. Consider Alim Pierre's account of what happened when, five months after the official delivery of the completed works, he tried to find out what was delaying the payment:

[The TPG] tells me the money has not arrived yet. When leaving the office, I run into an official I know who asks me: “How come you get paid and I don’t get a little something?” “But I have just seen the TPG [and he tells me the payments are still pending]...” “No way! You’ve been paid. He went over all pending bills and paid them.” I rush into my bank and ask them to check whether I have received a transfer recently. They say I haven’t. I begin to make my own inquiries. I go to the BEAC in Garoua and they confirm that there’s been a recent check [for the amount involved] but they are not authorized to give me [any details]. I go and see the TPG once more, and he tells me the money has not arrived yet... He keeps me at bay with more lies for quite some time until one day, in Yaounde, I receive confirmation that the money has been disbursed but the transfer has been made to a Credit Lyonnais bank account. My account is at BICEC! Once back [in Ngaoundéré], I confront [the TPG] without success. I then bring a lawsuit against him...

Without taking its factual accuracy at face value, this account is significant in that it is structured around a series of visits to the region’s Treasury. The purported realization that these encounters with the official in charge were dead-ends provides the closing knot to the narrative thread. It is also significant that in this account Alim finds out that the TPG has authorized payment for the contracts from a junior Treasury official. Such is the importance of following one’s case closely. Contractors often hear about payment matters from officials not directly concerned with them or from their own colleagues, whom they regularly encounter on their rounds to the Hotel de Finances or other offices.

Let me now turn to a 2004 exchange between a small-time Muslim contractor and a young Treasury official, which further highlights the dynamics involved in le suivisme. I had joined them for lunch in a restaurant near the Hotel de Finances in Ngaoundéré. I knew Saïdou, the contractor, well. Born in Ngaoundéré, his main source of income did not actually come from his own contracts, which usually concerned the provision of IT support and office supplies, but from the myriad little jobs he performed for Aliou and Abbo, two prosperous businessmen who were partners in numerous construction contracts. Sandra, the Treasury employee, came from West

Region and had worked in Ngaoundéré for about a year. “José, this is Sandra. She is Abbo’s wife,” the contractor introduced us. “How come you give your brother [Abbo] a wife and you don’t even tell him?” retorted Sandra, setting the light tone of the long conversation that ensued. What follows is my rendering of a part concerning contract payments. The contractor opened this segment of the dialogue:

SAÏDOU: *Le Papa* (Daddy, their nickname for the incumbent regional TPG) is too strong!

SANDRA: He wants to have control over everything that’s going on, to the very last detail... Last week, he went through all recent payments because he suspected his instructions had not been respected [...] Of course, [the TPG] is a businessman. Only he’s conscientious about what he does.

SAÏDOU: Things are increasingly difficult. It’s been seven years now I have spent trying to make money in this, and it’s not any easier than it was when I started. Last week I came close to crying in order to get my bills paid. After trying first one for [CFAF] 800,000, and then another for 240,000 unsuccessfully, I had to resign myself to one for 38,000.

SANDRA: He says he wants to end paying all bills from 2003 first.

SAÏDOU: No way! I know he has been paying a lot of stuff from 2004.

SANDRA: Maybe it’s because you and your bosses are too tough, always in a rush to get your money.

SAÏDOU: With Aliou, you may be right... But not with Abbo. He has a tender heart.

SANDRA: Perhaps I’ll toughen him up. (Giggling)

SAÏDOU: José, did you hear what she just said?

SANDRA: What have I said that’s so funny? (Still laughing)

SAÏDOU: Oh, nothing! Anyways, there’s not much you can do against Abbo. You don’t even know which bills are his (In order to make the control of their activities more difficult, his two bosses and himself used four different firms to operate).

SANDRA: Well, in fact I do. He’s told me that all the ones coming from the Ministry of Agriculture are his.

SAÏDOU: Yes, that’s true. He loves those people too much!

The excerpt speaks of the intimacy between officials and contractors that the recent reforms insist on neutralizing and occluding. Joking eases the crossing and negotiation of the gender, ethnic, and religious boundaries that separate not only Saïdou and Sandra but Saïdou and the TPG (who, like Sandra, happens to be a “southerner” and a Christian). Notice the language of kinship: the TPG being called Le Papa and the assertions that Saïdou and Abbo are brothers and that Sandra and Abbo are married. It is a language that underscores the link between joking and the emergence of an intimacy sought after both by officials and contractors. Equally significant are the references to affection as opposed to pure instrumentality and the associated single-minded quest for money. In their exchange, Abbo’s feelings towards the local employees of the Ministry of Agriculture are portrayed as being so strong that they might end up betraying the importance of his business activities to the tax authorities.

The affection that governs le suivisme is also markedly hierarchical. As is apparent to any frequent visitor of Cameroonian state offices, the playful pleading for special attention and the teasing entreaties not to neglect one’s acquaintances are in many ways a sign of deference toward the addressee. In Alim Pierre’s account, such was the case of the official who requested “a little something,” thus unwittingly warning Alim that the payment order for his contracts had been issued. Even so, the possibility of subverting these hierarchies is frequently brought up. Thus, Saïdou, a small time contractor, constantly reminds the TPG of the inconvenient truth of this official’s considerable business interests; in turn, Sandra, recently admitted to the lower rungs of the administrative hierarchy, might decide to “toughen up” Abbo, one of Ngaoundéré’s largest contractors.

As the excerpted dialogue makes apparent, these hierarchies are gendered. Female officials and contractors are not only a minority but also often have to learn to live amidst an insidious undercurrent of gossip. Aïcha's preference for using her young male relatives in handling the groundwork (submitting paperwork, directing workers on an everyday basis, and sorting out basic logistic needs) can be read in this light. Still, her behavior was frequently censored by her relatives and acquaintances, male and female alike. The remarks of a distant cousin of hers, for example, capture well the ambivalence of some of these criticisms: "She never stays at home. She's a woman who's always trying to find her place in life. *Elle met son corps en jeu* (she uses her body)... In the end, she's become very rich. She has even paid for her younger brothers to go to Mecca."

If the brunt of le suivisme falls on the shoulders of contractors, sometimes the tables are turned. Exceptionally, the need of public officials to generate interest among contractors may acquire particular urgency, as happened in September 2004 in the Vina District, where Ngaoundéré is located. A combination of meager funds in the region and district treasuries and of systematic payment arrears resulted in many contracts finding no bidders. The situation reached a point where the prefect had to organize a meeting which I attended. When the prefect shared his concerns about the "orphaned contracts," as one participant called them, the contractors in the audience were not moved. "He is only telling us what we already knew. There are over [CFAF] 160 million earmarked for planned works that risk going back to Yaoundé unused, due to a lack of tender," a participant explained to a group of passers-by after the meeting. Some contractors could not hide a certain pride in having been summoned to a meeting with the prefect, for it acknowledged the state's dependence on them, a dynamic similar to the one analyzed by Blundo (2001: 80) in Senegal.

This section has offered a counterpoint to the earlier section's emphasis on the materialities of the civic. Public contracts not only assemble things through practices of documentation and other procedures. They also assemble people. Drawing on recognizable but dynamic repertoires of civility, such as *pulaaku*, *le suivisme* is an essential component of the work that goes into public contracting.

“Nothing will ever be the same”

Legal texts governing public contracts are only a component of a broader policy effort. The concerned authorities, often with contributions from international organizations and consultants, have organized campaigns to popularize the new legislation and workshops with both state officials and contractors to raise awareness of the new regime of rules, procedures, controls, and penalties. The benefits of such initiatives, which lack the binding force of law, are repeatedly asserted in official statements. The National Commission against Corruption, for example, has recently underscored the importance of “[multiplying] training, information, education, and communication campaigns in order to strengthen civic-mindedness and a change of mentalities” (CONAC 2011). This is, after all, consonant with the principle of publicity that should govern public contracting, from the public announcement of contracting opportunities and the transparency of the contracting processes to the public scrutiny of completed contracts.

The cornerstone of the institutions that recent reforms have created is the *Agence de Régulation des Marchés Publics* (Public Contracts Regulatory Board, ARMP hereafter). Created in 2001 to become the police of public contracting, it has made itself known for unceasing outreach activities. It posits itself as an example to other countries in the region undergoing

similar reforms, publishes a glossy monthly newsletter, and has for years maintained a functional website (www.armp.cm).

In 2006, in line with the activist approach to its mission of cleaning up public contracting, the ARMP published a study containing a catalogue of the more than 160 “bad practices” observed over the course of the previous year. In its own terms, the study was a response to the recognition that the Public Contracts Code’s “repressive apparatus” was “not operational” and the enforcement of penalties was “neither effective nor systematic” (ARMP 2006: 3). The study also exemplified the Board’s ostensibly pedagogical role: “Through its didactic dimension, this study may allow all participants in the system to know the bad practices to be avoided as well as the established penalties ... [The study] aims at inculcating everyone involved with a culture of respect of rules and of systematic punishment of every case of rule violation” (ARMP 2006: 5). The non-exhaustive list of practices that the study stigmatized as “bad” ranged from very specific methods to circumvent regulations to more general categories comprising a less precise set of actions. The list closed with eleven practices which fell within the vaguest end of the spectrum: “Corruption, interest in an act, participation in a deal, conflict of interest, misappropriation, influence peddling, favoritism, collusion, breach of professional confidentiality, insider dealing and complicity” (ARMP 2006: 12).

According to the Board’s official line, the exercise of enumerating bad practices and reminding everyone concerned of the existing disciplinary regime was a preliminary step in order to make a fresh start. Hitherto public contracting had routinely departed from the existing law (and this could be partly explained, the Board implied, because these regulations were dispersed, outdated and inconsistent). However, from then on, once this framework had evolved into a state-of-the-art set of regulations, the Board was going to ensure that widespread violation

of official rules came to an end. Such calls for wiping the slate clean as a preliminary step for more rigorous enforcement have a familiar ring to public contractors in Cameroon. The case of the false registration numbers discussed earlier provides an illustration of how common this narrative is. What became of the fraudsters who got caught? They were offered the possibility to emerge unscathed if they paid registration fees they had evaded. As a report in *Cameroon Tribune* explained, “In the spirit of partnership that ties them to taxpayers, [the authorities] have invited those who have strayed from the right path to regularize their situation without delay, no later than March 31, [2003] to avoid being permanently excluded from the list of authorized contractors” (Amayena 2003). For almost another month, those involved in fraud could afford the possibility of a new beginning.

Since the message of rupture with the past and the advent of a new breed of public contracts devoid of over-invoicing, facilitation money, and countless other “bad practices” needed to find a public, the ARMP organized a nationwide tour to disseminate the findings of their study. Yet, the message was likely to be received with circumspection by its addressees. On the one hand, the novelty of the Public Contracts Code was only relative. For many of my informants, it represented continuity rather than a break with the past. It acknowledged the same three contract categories of preceding regulations. Most notably, it left the door open for *bons de commandes*, which escape the requirement of a call for bids and are subject to only minimal oversight. On the other hand, the new dispensations of the civic had so far shown little promise. The independent observers sitting on the local committees for public contracts furnish a good example. Fully operational only in 2004, observers signaled the reformers’ embrace of the tenets of neoliberal governance. Their role is to oversee public contracting on behalf of local civil society, their signature standing for approval by the citizenry. Yet, paradoxically, observers are themselves

public contractors (working for the ARMP). As such, not only are they imbued in the norms of the system they are supposed to monitor, but they are subject to the same pattern of erratic payment for their services. This makes them particularly amenable to the appeals of *le suivisme*. Actors such as the independent observers along with the bureaucratic procedures generated by their creation enlarge the network activated in any given contract but tend to be incorporated within existing repertoires of practice.

By March 2006, when ARMP's caravan made a two-day stop in Ngaoundéré, a year and a half had elapsed since the provisions of the Code had come into force. In such visits, the didactic tenor of the ARMP director's public appearances tended to acquire somewhat threatening overtones. "The time for penalties has arrived," he told a group of state officials in Ngaoundéré. "Nothing will ever be the same," the governmental newspaper's coverage of the event went as far as pronouncing (Eloundou Bidjogo 2006). Yet, the officials who attended the events were unlikely to take these admonitions at face value. Two of them later called my attention to the paradox of spelling out a catalogue of irregular practices to the very people who were behind them. Some contractors pointed to the fact that these seminars excluded not only contractors but citizen representatives. Although this was congruent with the Board's formulation of the main problem (the lack of officials committed to punishing bad practices), my informants questioned the wisdom of not enrolling a broader public. Even more cynical about the whole exercise, a contractor from Ngaoundéré observed that the ARMP's study was most likely an example of the ills it described. It was the work of consultants hired by the Board who, he was persuaded, must have overcharged for their services. Why, he further asked, did not the authors of the study offer any indication as to how, when, and where those practices had been documented?

Subsequent developments proved some of those misgivings right. In late February 2008, the Ngaoundéré-based ARMP's *chef d'antenne* (head of regional branch) for Adamaoua and East Regions was replaced. This decision appeared to be related to the reservations he had expressed about the low completion rate of the 2007 regional investment budget. According to *Le Messenger*, during his three-year tenure the chef d'antenne had shown himself too uncompromising with the management of public contracts. The conflict over the investment rate was the last straw that made participants in the sector "set the steamroller in motion" and "get his head." Although the Adamaoua Region's secretary general praised the outgoing chef d'antenne, calling him "a devoted and conscientious official fully invested in the success of the mission he had been entrusted with," the advice he imparted to his successor left little doubt as to the main reason for the replacement. The new appointee was asked to "cultivate collaborative ties with the contracting authorities and the committees for public works, avoiding useless denunciation and uncalled-for remarks." His paramount concern should be to "tactfully manage the divergent interests at play in an environment of merciless competition" (Boyomo 2008). This contextual redefinition of the ARMP's role by the same authorities the Board was supposed to control only fuelled widespread skepticism about the currency of the Board's mission. Beyond what a sharp critic has called "the logic of public declamation of its role" (Channon 2008), the ARMP has seemingly become another layer of monitoring in a system whose working principles have remained largely undisturbed.

The public contracting reforms have introduced new figures and tools of control, creating openings that could be productively explored. Those who ventured in such new territories did so at their peril. Old actors who were newly empowered by the introduction of legal provisions to avoid the practice of *fractionnement*, for example, such as the above-mentioned *receveur* who

refused to sign a prefect's contract voucher book and as a result found himself locked out of his own office for more than a week, could become the object of mockery when not opprobrium (Takoua 2005). New actors, like the independent observers, tended to be decidedly unadventurous. The few new actors who, encouraged by the high mission that the new legal provisions assigned them, refused to play along the established norms could be expediently dealt with. The chef d'antenne for Adamaoua and East Regions is a case in point. The reforms may have lengthened the chain of organizations, procedures, paperwork, and people involved in overseeing the public contract cycle but the new figures and forms have been largely subsumed in longstanding repertoires of business practice. The limits of the civic control that the new forms of the public enshrined in the reformed system for public contracting are readily apparent. The ARMPs's fall from grace in recent years provides an apt postscript to this section. In December 2011, President Biya created a new Ministry of Public Contracts that superseded the Board in most of its tasks. The Board was further undermined with the dismissal of its director in November 2012, a few months after it was established that he had for years repeatedly violated procedures for hiring staff and unduly awarded himself bonuses. These decisions marked the end of a cycle of reform and announced the beginning of a new one. Soon after, the governmental press proclaimed that reform efforts in public contracting were about to experience "*un coup de accélérateur*" (a boost) that would lead to a new "legal and institutional architecture" and a "renewed system" (Foute 2013).

Making contracts public

After the last presidential elections of 2011 a joke circulated in Cameroon. The joke concerns the campaign slogans that helped Paul Biya comfortably secure victory in the last two elections.

The election of 2004 was run under the banner of *Le Cameroun des Grandes Ambitions* (Cameroon of Great Ambitions), a mantra that the makossa composer and singer Petit Pays further popularized in his 2005 album *La Monako*. Seven years later, Biya's campaign promised to take Cameroon *Des Grandes Ambitions aux Grandes Réalisations* (From Great Ambitions to Great Accomplishments). Now, the joke went, Cameroonians were eagerly awaiting 2018. It was then, they reckoned, that the time for *Les Grandes Réceptions* (Great Deliveries) would arrive. I find this piece of political satire particularly insightful. The use of words such as reception and réalisation (whose idiomatic translation is accomplishment but in the domain of public administration refers to completion, as in *taux de réalisation* [completion rate]) deliberately invokes the technical jargon of public contracts. In doing so, the joke equates the whole country to a giant public contract, and posits public contracts as proxies for the social contract. In this light, public contracts can be seen as a privileged instantiation of what Paul Nugent (2010) has called "permissive" social contracts. Such contracts, which according to Nugent have characterized state-society dynamics in many African contexts at different points in time, imply that rulers can obviate accountability in return for renouncing to exercise their coercive powers.

The salience of public contracts in the lived experience of urban residents in present-day Africa can hardly be overstated. In a recent article, for example, Filip De Boek (2011) thinks through the contrast between "an urban politics of the possible" that Kinshasha's inhabitants confront everyday and the billboards advertising the new city to come out of President Kabila's *Cinq Chantiers* (five public works) program, which promises to modernize education, healthcare, road infrastructure, housing, and access to electricity. What in De Boek's piece go without saying are the myriad contracts through which Kabila's vision will come to pass. The legal technologies on which such contracts are premised have been the analytical focus on this article.

Ngaoundéré's urban infrastructure is certainly a less overwhelming proposition than that of Kinshasha. Yet visions of the city's future are mediated to a considerable extent by public contracts. In this regard, it is significant that the little traction the European Union-sponsored city contract for Ngaoundéré ended up having, was in the form of microprojects undertaken by citizen groups acting as contractors. Both the giant national public contract, which a widespread joke invites users of *radio trottoir* (pavement radio) to imagine, and the aspirational city contract promoted by an urban renewal program for a secondary city speak of the importance of public contracts as instruments of urban governance.

A prefect for whom the recruitment of elusive contractors proved a matter of serious concern, a contractor trying to follow her contracts at arms' length while securing smooth transit from tender to payment, scores of contracts in search of "genuine" registration numbers, a prefect and a receveur fighting over access to the spaces and the tools of public office, a senior official sent to prison by a business partner who turned out to be less docile than anticipated, consummate *suivistes* who embrace interaction and intimacy with officials wholeheartedly, and outsiders who stigmatize such attitudes as the epitome of what is wrong with their country and hometown, both invoking the same notions of civility. These are the ethnographic passages that the article has invited readers to consider. They go to show how, within the constraints and possibilities afforded by the bureaucratic framework that the law enshrines, the engagement (from compliance, through manipulation, to subversion) with formalities that evolve in the name of revised civic ideals is fought over and negotiated by contractors and officials alike. Following Herzfeld (2009), I see le suivisme as the congeries of practices that seek to enlarge the possibilities of negotiation through the invocation of civility. Roy (2003: 187) writes that in Calcutta's rural/urban interface "the very idea of the 'public' is subject to unlimited

negotiability.” Much as the “unmapped” condition of Calcutta’s fringes is the condition of possibility for acts of land expropriation by the authorities in violation of existing regulations, le suivisme lays the groundwork for the systematic provision of overpriced and/or deficient physical infrastructure, buildings, and equipment to the state. Le suivisme is not simply the failure of the public contracting reforms but rather their anchoring in remarkable but certainly limited levels of negotiability.

It is small wonder that the, at times, impressive knowledge of technicalities that officials and contractors alike need to deploy to conform to the enhanced, post-reform breed of public contracts is shown to be perfectly compatible with a widespread skepticism about the efficacy and relevance of formal civic models. For those who denounce the intense forms of sociability existing between officials and contractors, the skepticism veers into acrimony. The different contexts notwithstanding, this is a kind of skepticism germane to that which Michael Herzfeld (2009) has helped us make sense of in the case of the Roman district of Monti. The dissemination of studies listing bad practices in public contracts and other outreach activities of those entrusted with the promotion of increased compliance with the reformed system has not made a significant dent in this skepticism. As Flippo Zerilli (2010: 5) has written, soft law effects compliance “by moral suasion and self-regulation, notably by the fear of being marginalized, left out or more drastically excluded from the process.” The cases of actors who end up being ostracized that this article documents are not those of people who have refused to embrace the new civic forms but rather those others (like the receveur who rebelled against a prefect, or Alim Pierre, or the ARMP’s chef d’antenne) who gave up on reaching a negotiated outcome and chose to rigidly stick to the relevant formalities. The skepticism surrounding civic models fuels the vigor with which many contractors embrace le suivisme and its litany of handshakes, smiles and

niceties. In Ngaoundéré, this interaction and intimacy between contractors and officials remains the required counterpoint to the documents, stamps, and signatures that constitute public contracts.

Notes

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¹ In a March 2005 report, the European and Cameroonian authorities overseeing PACDDU judged the program’s performance to be weak (Coopération Cameroun-Communauté Européenne 2005, Annex 11: 12).

² Cameroon officially espoused the language of good governance in 1996, when President Biya announced an upcoming National Governance Program (NGP). With active international support, the program was approved four years later and has known two phases (2000-2004 and 2006-2010). Public contracts have been targeted by numerous measures in the NGP. In the late 1990s, corruption also emerged as a new policy challenge. Reforms and campaigns targeting corruption have ebbed and flowed since, and public contracts have figured prominently in them as well as provided incriminating evidence that helped incarcerate high profile officials (Tchoupie 2006; Vallée 2010).

³ The relevant legal texts are decree §79/035, of February 2, 1979; decree §95/101 of 9 June 1995; decree § 2000/156 of 30 June 2000; decree §2002/030 of 28 January 2002; decree § 2004/275 24 September 2004; and decrees §2012/074-076, of 8 March 2012.

⁴ *Bons de commandes* are in theory restricted to urgent situations. In practice, urgency is established as a matter of course and the contract total limit (CFAF 5 million) circumvented through fractionnement. Specialists in these contracts were called “4-9.” In June 2002, CFAF1,000 equaled US\$1.40.

⁵ This *receveur*, working for the Ministry of Finance in the Mbéré District (Adamaoua), found himself in this an embarrassing situation as a result of a conflict with the Mbéré prefect. The *receveur* had refused to sign the District’s contract voucher book due to suspicious irregularities (Takoua 2005).

⁶ Although most in the older generation of which Sehou is a part of would see le

suivisme's explicit assertion of dependence on others as the exact opposite of pulaaku. On pulaaku in Adamaoua, see Burnham (1996: 53-54). For a continent-wide review of studies on pulaaku, see Leblon 2006.

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